

**REMARKS**

Applicants submit this amendment in response to the non-final Office Action mailed November 27, 2006. Applicants respectfully traverse all pending rejections and request reconsideration of the application, as amended.

Claims 15-28 are currently pending, of which claims 15, 20, and 21 are independent. In this response, Applicants have also corrected various minor errors in the specification. No new matter has been added.

In the Office Action, the Examiner rejected then-pending claims 15-28 over prior art. The Examiner rejected claims 15, 20, and 21 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 4, 722,588 to Priaroggia ("Priaroggia"). The Examiner rejected claims 16-19 and 23-26 under 35 U.S.C. § 103(a) as being unpatentable over Priaroggia in view of U.S. Patent No. 6,351,589 to Leggett ("Leggett"). Finally, the Examiner rejected claims 22, 27, and 28 under 35 U.S.C. § 103(a) as being unpatentable over Priaroggia in view of U.S. Patent No. 4,657,343 to Oldham et al. ("Oldham"). Applicants respectfully traverse the pending rejections for at least the reasons discussed below.

**35 U.S.C. § 102(b) Rejections**

Applicants respectfully traverse the rejections of independent claims 15, 20, and 21 under 35 U.S.C. § 102(b) as being anticipated by Priaroggia. In order to properly establish an anticipation rejection under 35 U.S.C. § 102(b), every element of the claims at issue must be found in the applied prior-art reference, either expressly or under principles of inherency. Furthermore, "[t]he identical invention must be shown in as complete detail as is contained in the . . . claim." See M.P.E.P. § 2131, quoting

*Richardson v. Suzuki Motor Co.*, 868 F.2d 1126, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989). In this case, Priaroggia fails to disclose every element of the Applicants' claimed invention.

Representative independent claim 15 calls for a combination including, for example, "the strength member and the optical fibers in said joint section being embedded into a cured polymeric material." Priaroggia fails to teach or suggest at least optical fibers embedded in a cured polymeric material, as claimed. Accordingly, Priaroggia cannot anticipate Applicants' amended independent claim 15.

Priaroggia teaches a "joint for interconnecting a pair of optical fiber, submarine cables." Priaroggia, Abstract. "A plastic joint sheath surrounds the interconnection of the [central] armors and has channels which interconnect the respective channels of the cables. The optical fibers are loosely received in and interconnected within the joint sheath channels." *Id.*, Abstract. In a first embodiment (FIG. 1), the channels are implemented as a plurality of tubes 10 containing loosely-received optical fibers 9. In a second embodiment (FIG. 2), the channels are a plurality of grooves 23 containing the loosely-received optical fibers 26. The disclosed tubes 10 and grooves 23 are each filled with a substantially incompressible fluid that surrounds the loosely-received optical fibers 9 and 26. *Id.*, col. 3, ll. 18-22 and col. 4, ll. 36-51. *See also id.*, col. 5, ll. 17-29.

Applicants respectfully submit that Priaroggia fails to teach or suggest at least "the strength member and the optical fibers in said joint section being embedded into a cured polymeric material" (emphasis added), as recited in Applicants' amended claim 15. Specifically, because the claimed optical fibers are "embedded into a cured polymeric material," the claimed optical fibers are therefore fixed firmly in their

surrounding polymeric material.<sup>1</sup> For example, as shown in FIG. 1 of Applicants' specification, the embedded optical fibers 102 are completely encapsulated into a surrounding polymeric layer 103. *See also* Applicants' specification, p. 5, ll. 16-20.

In contrast, Priaroggia discloses optical cables in which optical fibers 9, 26 are loosely received in fluid-filled channels (i.e., tubes 10 or grooves 23). *See Priaroggia*, col. 3, ll. 18-22 and col. 4, ll. 36-51. As such, the optical fibers in Priaroggia are not firmly fixed (i.e., "embedded") directly into a cured polymeric material, as claimed. Rather, the optical fibers in Priaroggia are loosely suspended in a channel filled with a substantially incompressible fluid. Accordingly, these loosely suspended optical fibers taught in Priaroggia cannot also be "embedded into a cured polymeric material," as recited in Applicants' claim 15.

Applicants further note that the joint section in Priaroggia comprises two different polymeric layers which are structurally distinct from each other, although they can be made from the same polymeric material. *See* FIG. 1 (layer 7 and sheath 13); FIG. 2 (layer 20 and sheath 28); col. 3, ll. 41-43; col. 4, ll. 52-55. In contrast, Applicants' claim 15 recites a single "cured polymeric material" that embeds both the claimed optical fibers and strength member in the joint section. Thus, the Applicant's claimed optical core/optical cable structure having a single polymeric material is structurally different from the dual-layer polymer structures taught in Priaroggia.

Based on the foregoing, Applicants respectfully submit that independent claim 15, as amended, is allowable over the art of record. Independent claims 20 and 21,

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<sup>1</sup> The word "embed" is defined as "to fix firmly in a surrounding mass." American Heritage College Dictionary (3d ed. 2000), p. 448.

although different in scope, recite language similar to independent claim 15 and are thus also allowable for at least the same reasons. Claims 16-19 and 22-30 depend on independent claims 15 or 20 and are therefore allowable for at least the same reasons.

**Conclusion**

The preceding remarks are based only on the arguments in the Office Action, and therefore do not address patentable aspects of the invention that were not addressed by the Examiner in the Office Action. The claims may include other elements that are not shown, taught, or suggested by the cited art. Accordingly, the preceding remarks in favor of patentability are advanced without prejudice to other bases of patentability.

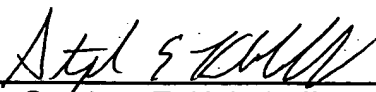
In view of the foregoing amendments and remarks, Applicant respectfully requests reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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